

AMENDMENT NO. 6

**TO THE PROFESSIONAL SERVICES AGREEMENT
SITE ENVIRONMENTAL/ENGINEERING SERVICES FOR
CAPITOL COMPLEX AND NORTH AUSTIN COMPLEX PROJECTS
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
COBB FENDLEY & ASSOCIATES, INC.**

This Amendment No. 6 to the Professional Services Agreement for Site Environmental/Engineering Services (hereinafter referred to as “Amendment No. 5”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28), and Cobb Fendley & Associates Inc. (hereinafter referred to as “SSE”), with its principal place of business located at 505 East Huntland Drive, Suite 100, Austin, Texas 78752 (hereinafter referred to collectively as the “parties”), to amend the original Professional Services Agreement between the Parties, as amended.

RECITALS

WHEREAS, on June 1, 2016, the parties entered into that one certain *Professional Services Agreement for Site Environmental/Engineering Services for Capitol Complex and North Austin Complex Projects Between the Texas Facilities Commission and Cobb Fendley & Associates, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties entered into Amendment No. 1 dated October 25, 2016, Amendment No. 2 dated November 17, 2016, Amendment No. 3 dated May 10, 2017, Amendment No. 4 dated June 1, 2017, and Amendment No. 5 dated March 13, 2018; and

WHEREAS, the parties now desire to enter into Amendment No. 6 for the purpose of providing for Additional Services and Fees, to make changes to the Agreement’s insurance requirements as well as to the insurance requirements for Amendments numbered 1, 2, 3, 4, and 5, and to extend and consolidate the term of the Agreement and the Duration of Amendment No. 3 in order to accommodate substantial completion for each package, all as more particularly described below;

NOW THEREFORE, the Parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.
2. The parties agree to modify ARTICLE II – DESCRIPTION OF PROJECTS AND SCOPE OF SERVICES by adding the Construction Phase and Support Services enumerated in SSE’s Proposal dated October 25, 2018, comprised of twenty-three (23) pages, attached hereto as “Exhibit A-6,” and incorporated herein for all purposes.

3. The parties agree to modify SECTION 3 of Amendment No. 3, by deleting Section 3.3 in its entirety and replacing it with Section 3.3, as follows:

“3.3. Duration, Amendment No. 3. This Amendment No. 3 shall be effective as of the date of the last party to sign and shall terminate in accordance with the Agreement’s ARTICLE III, Section 3.1, Duration.”

4. The parties agree to modify ARTICLE III – TERM AND TERMINATION, Section 3.1, “Duration,” by deleting Section 3.1 in its entirety and replacing it with Section 3.1, as follows:

“3.1. Duration. This Agreement shall be effective as of the Effective Date and shall terminate on November 30, 2020, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

5. The parties agree to modify ARTICLE IV – CONSIDERATION; PAYMENT CONDITIONS, SECTION 4.1 – CONTRACT LIMIT – FEES AND EXPENSES, SUBSECTION 4.1.1 – FIXED FEE, by reflecting additional compensation to the SSE for services provided under this Amendment No. 6 in the amount of Three Million Two Hundred Forty-Four Thousand Three Hundred Twenty-Five and No/100 Dollars (\$3,244,325.00), thus increasing the total amount from Nine Million Five Hundred Six Thousand One Hundred Seventy-Two and No/100 Dollars (\$9,596,172.00), to a total not to exceed amount of Twelve Million Eight Hundred Forty Thousand Four Hundred Ninety-Seven and No/100 Dollars (\$12,840,497.00).

6. The parties agree to modify ARTICLE X – INSURANCE, SECTION 10.2 – REQUIRED INSURANCE COVERAGES, as amended by Section 5 of Amendment No. 3, by replacing “Exhibit M” of Amendment No. 3 with Exhibit M-6 of this Amendment No. 6, comprised of twelve (12) pages, attached hereto and incorporated herein for all purposes and superseding the Agreement’s requirements of insurance, including those requirements of insurance incorporated by Amendments No. 3, 4 and 5, respectively.

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7. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

TEXAS FACILITIES COMMISSION

COBB FENDLEY & ASSOCIATES, INC.

By: DocuSigned by:
Mike Novak
B1C9FC8A8026417...

By: DocuSigned by:
Dan Warth
507D4FCB9178406...

Mike Novak

Dan Warth, P.E.

Executive Director

Regional Manager, Central Texas

Date of execution: 12/04/2018 | 1:46 PM CST

Date of execution: 12/04/2018 | 1:32 PM CST

G.C. NRG

Dir. mw

D.E.D. mw

TFC Contract No. 16-101-000
Amendment No. 6
Cobb Fendley & Associates, Inc.
Project No. 16-018-8001

EXHIBIT A-6

SSE'S PROPOSAL DATED OCTOBER 25, 2018 (23 PAGES)



October 25, 2018

F. Keith Hall AIA, LEED AP, CTCM
Sr. Project Manager
Texas Facilities Commission - Facilities Design & Construction
1711 San Jacinto Boulevard
Austin, Texas 78701

RE: **TFC Project 16-015-8000 Amendment 6 – CapCom – Construction Phase and Support Services**

Dear Mr. Hall:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this scope and fee proposal for the professional support and construction phase services required for Package 1 and Package 2 of the CapCom Phase 1 Project.

The estimated fee for the support and construction phase services is provided in Attachment 1.

The scope and assumption details for the services are described in Attachment 2. The following scopes of service are included:

1. Construction Phase Services (CobbFendley)
 - a. Package 1 construction phase services (Early Start Gas and Excavation)
 - b. Package 2 construction phase services (Utilities Phase 1 and 2)
 - c. Package 2 construction phase services (Early Start TRUSS and Chilled Water)
2. Lot 3 Evaluation Services Allowance (CobbFendley, Balcones Geotechnical, Holt Engineering, and MWM DesignGroup, Inc.)
3. Additional Support Services Allowance (CobbFendley, Brierley Associates, Balcones Geotechnical, Holt Engineering, and MWM DesignGroup, Inc.)
4. Support Services Identified/Underway (CobbFendley, Balcones Geotechnical, Holt Engineering, MWM DesignGroup, Inc., Geo-Instruments, Burn & McDonnell and CAS Consulting Services)
 - a. Modification of gas line from concept design
 - b. Temporary stair/ramp specifications
 - c. Separated project into Phase 1, 2, Early Start Gas, Chilled Water, and TRUSS
 - d. Modification of 1801 wastewater line after discussion with City of Austin
 - e. Modification of concept design after discussions with utilities
 - f. 1801 wastewater line relocation construction phase services
 - g. Conversion of AutoCAD Files into the Project-Wide 3-D Model
 - h. Early start TRUSS and chilled water meeting support
 - i. Support after changing CMR's
 - j. Early start potholing flagger
 - k. Survey documents for permitting
 - l. Electrical conduit design on Colorado from 15th Street to 17th Street (CobbFendley and MWM DesignGroup, Inc.)
 - m. Redesign of REJ drop-off on Congress Allowance
 - n. Pier inspections
 - o. Excavation drawing sheet modifications to accommodate known design adjustments Allowance (Brierley Associates)
 - p. Evaluation and response to child care pier RFI's # 001 & 003 Allowance (Holt Engineering and

Mr. Keith Hall AIA, LEED AP, CTCM
Construction Phase and Support Services
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TFC Contract No. 16-101-000, Amendment No. 6

Exhibit A-6

Cobb Fendley & Associates, Inc.



- Balcones Geotechnical)
- q. Modification of stormline design between Congress and Brazos on 18th Street (MWM DesignGroup, Inc.)
 - r. Construction Phase Services for stormwater relocations (MWM DesignGroup, Inc.)

Attachment 3 contains the rate sheets for the allowance line item services.

Attachment 4 is Exhibit M with coverage dates for the project-specific insurance changed to 2019 through 2023. CobbFendley, Brierley Associates, Balcones Geotechnical, and Geo-Instruments will carry the project-specific insurance. The insurance provided is project-specific insurance and therefore, the construction phase services amendment should modify ARTICLE X - INSURANCE, SECTION 10.2 - REQUIRED INSURANCE COVERAGES, for the PSA, Amendments 1 through 5 and this Amendment No. 6, so that the Owner's requirements of insurance shall be those set forth in "Exhibit M - Amendment No. 6" (attached).

As we are in mutual agreement that none of the other teaming partners on the project will provide services that require this project-specific insurance, CobbFendley will not flow these requirements down to the other members of either the excavation or utility relocation teams.

We look forward to implementing these important support activities on these very significant projects for TFC. These projects will transform the CapCom and we are pleased to be working with the TFC.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Dan Warth".

Dan Warth, P.E.
Vice President/Principal

CC: Janie Gribble, AIA, LEED AP



ATTACHMENT 1

Construction Phase and Support Services (Amendment 6)

Construction Phase Services (Amendment 6)		Total
1	Package 1 & 2 Construction Phase Services	\$1,025,645
1.a	Package 1 (Early Start Gas & Excavation, November 2018 - November 2020)	\$442,688
1.b	Package 2 (Utilities Phase 1 & 2, November 2018 - September 2019)	\$466,458
1.c	Package 2 (Early Start TRUSS & Chilled Water, November 2018 - February 2019)	\$116,499
2	Lot 3 Evaluation Services (Allowance)	\$250,000
3	Additional Support Services (Allowance)	\$550,000
4	Support Services	\$658,680
4.a	Modification of Gas Line From Concept Design	\$16,060
4.b	Temporary Stair/Ramp Specifications	\$840
4.c	Separated Project into Phase 1, 2, Early Start Gas, Chilled Water, and TRUSS.	\$101,350
4.d	Modification of 1801 Wastewater Line After Discussion with City of Austin .	\$26,870
4.e	Modification of Concept Design After Discussions With Utilities	\$19,350
4.f	1EXC_GMP1 Construction Phase Services	\$56,675
4.g	Conversion of AutoCAD Files into the Project-Wide 3-D Model	\$7,320
4.h	Early Start TRUSS & Chilled Water Meeting Support	\$13,225
4.i	Support After Changing CMR's	\$26,375
4.j	Early Start Potholing Flagger (Subcontractor)	\$5,000
4.k	Survey Documents for Permitting (Street Vacation and Tie-Back Agreements)	\$10,980
4.l	Electrical conduit design and permitting on Colorado from 15th Street to 17th Street	\$83,473
4.m	Redesign of REJ drop-off on Congress Allowance	\$30,000
4.n	Pier inspections Allowance	\$130,000
4.o	Excavation drawing sheet modifications to accommodate known design adjustments Allowance	\$66,370
4.p	Evaluation and response to child care pier RFI's # 001 & 003 Allowance	\$3,100
4.q	Stormwater Design (MVM stormwater system between Congress & Brazos on 18th St)	\$18,840
4.r	Construction Phase Services (MVM - stormdrain designed by MVM)	\$42,852
5	Reimbursables	\$10,000
6	Insurance (2019-2023 - 3 years after Excavation Completion)	\$750,000
6.a	CobbFendley	\$200,000
6.b	MWM DesignGroup (No additional coverage beyond standard company coverage required)	\$0
6.c	Brierley Associates	\$250,000
6.d	Burns & McDonnell (No additional coverage beyond standard company coverage required)	\$0
6.e	CAS Consulting and Services (No additional coverage beyond standard company coverage required)	\$0
6.f	Balcones Geotechnical	\$300,000
6.g	Geo-Instruments	\$0
Total		\$3,244,325
Allowance Subtotal		\$1,029,470

Note: Insurance costs are estimated based on 2018 premiums. Actual costs based on provider invoices will be billed.



ATTACHMENT 2

Scope of Services for Professional Services at the CapCom (Amendment 6)



**TFC CapCom Package 1 and 2 Construction Phase Services
CobbFendley**

1.a Package 1 Construction Phase Services

The Package 1 Construction Phase Services includes the following from November 1, 2018 through November 30, 2020 for the excavation and early start gas efforts.

The Package 1 Construction Phase Services includes the following scope:

1. Working with the CMAR, Review Project Submittals/Shop Drawings: CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service at the Contractor's expense, as will be written in the contract documents. CobbFendley will also keep track of all submittals in their own submittal log.
2. Respond to Requests for Information (RFI): CobbFendley will coordinate with the City of Austin and Contractor on RFIs and respond with clarification/solutions as needed. CobbFendley will meet with utilities to get their approval on changes made during construction. CobbFendley will also keep track of all RFIs in their own RFI log.
3. Change Orders: CobbFendley will create Proposed Change Orders as dictated by the project. CobbFendley will develop Architect/Engineer's Supplemental Instructions (A/ESI's) as required in RFI responses and create change orders to capture the design changes. CobbFendley will also keep track of all A/ESI's in their own A/ESI log.
4. Review Payment Applications: CobbFendley will review the contractor's payment applications each month. This includes one half-day observation report each month.
5. Bi-weekly Construction Administration Meetings: Bi-Weekly CA meetings (25 months – with two (2) meetings per month and three (3) hours to participate/attend meetings with some additional hours for limited material preparation before the meeting and preparing meeting minutes after the meeting).
6. Assistance with project close out upon the completion of all Package 1 activities

1.b & c Package 2 Construction Phase Services

The Package 2 Construction Phase Services includes the following services:

1. Utilities Phase 1 and 2 (November 1, 2018 through September 30, 2019)
2. Additional Storm, Water and Wastewater (November 1, 2018 through September 30, 2019)
3. TRUSS (November 1, 2018 through February 28, 2019)
4. Chilled Water (November 1, 2018 through February 28, 2019)

The Package 2 Construction Phase Services includes the following scope:

1. Requests for Information (RFI): CobbFendley will meet with utilities to get their approval on RFI changes made during construction by the contractor. CobbFendley will also keep track of all RFIs in their own RFI log.
2. Change Orders: CobbFendley will create Proposed Change Orders as dictated by the project. CobbFendley will develop A/ESI's as required in RFI responses and create change orders to capture the design changes. CobbFendley will also keep track of all A/ESI's in their own A/ESI log.
3. Review Payment Applications: CobbFendley will review the contractor's payment applications each month. This includes one half-day observation report each month.
4. Bi-weekly Construction Administration Meetings: Bi-Weekly CA meetings (11 months – with two (2) meetings per month and three (3) hours to participate/attend meetings with some additional hours for limited material preparation before the meeting and preparing meeting minutes after the meeting).
5. Assistance with project close out upon the completion of all Package 2 activities



Lot 3 Evaluation Services Allowance
CobbFendley, Holt Engineering, Balcones Geotechnical and MWM DesignGroup, Inc.

2. Lot 3 Evaluation Services Allowance

CobbFendley, Holt Engineering, Balcones Geotechnical, and MWM DesignGroup will perform the tasks necessary to support the relocation of the CUP Extension to Lot 3. These services include the following:

- Performing three 120' bores in Lot 3 to provide adequate geotechnical data for future facilities
- Survey of the parking lot boundaries, adjacent buildings, and topographical features
- Adjustment of stormwater, water, wastewater, electric, gas and telecom designs to accommodate for future facilities as required

Note: Any required additional services identified, will require a defined scope and fee to be submitted to TFC as an allowance request for review and approval, prior to performing any work.



Additional Support Services Allowance
CobbFendley, Brierley Associates, Holt Engineering, Balcones Geotechnical, and MWM DesignGroup, Inc.

3. Additional Support Services Allowance

Additional support that includes the activities to provide services by the CobbFendley Team (including Balcones Geotechnical, Brierley Associates, MWM Design Group, Geo-Instruments, Burn & McDonnell and CAS Consulting Services) for the TFC CapCom Phase 1 that may include, but are not limited to:

- Additional support for future TFC CapCom Phase 1 project permitting associated with Lot 3 and overall General Permit for curbs cuts and landscaping in City of Austin ROW
- Additional utility design (Water, Wastewater, Stormwater, Telecommunication, Electric, Gas and Chilled Water)
- Roadway design
- Additional monitoring equipment and extending monitoring duration
- Performing additional geotechnical bores and reporting
- Providing geotechnical consulting
- Additional structural or retention system design
- Additional surveying or SUE efforts
- Additional professional services
- Additional project management support

Note: Any required additional services identified, will require a defined scope and fee to be submitted to TFC as an allowance request for review and approval, prior to performing any work.



Identified Support Services

CobbFendley, Brierley Associates, Holt Engineering, Balcones Geotechnical, and MWM DesignGroup, Inc.

4.a Modification of Gas Line from Concept Design

CobbFendley will design the gas line from the original Concept level routing to a routing in City of Austin (COA) right of way. The new alignment follows Brazos Street from Martin Luther King Boulevard south to 17th Street and west to the existing LBJ building gas service connection.

4.b Temporary Stair/Ramp Specifications

CobbFendley will provide a letter to the CMR stating the need for temporary stairs and ADA accessible ramps. The letter will include photos of the locations and applicable standards they must follow. CobbFendley will attend one site meeting with the CMR to confirm type and location of each of these items.

4.c Separated project into Phase 1, 2, Early Start Gas, Chilled Water, and TRUSS

CobbFendley will split the Concept utilities design package into five (5) separate packages; Phase 1, Phase 2, Early Start Gas, Chilled Water, and TRUSS. This split is requested by TFC due to schedule concerns or by the City of Austin due to review timelines.

CobbFendley will provide with each package (as needed):

1. Cover Sheet – One (1) sheet to City of Austin General Permit Standards, per construction package
2. General Notes Sheet
3. Plan and Profiles Sheets
4. Details – Prepare required detail sheets needed for construction
5. Traffic Control Plan and Details – CobbFendley will coordinate with the CMAR on the Traffic Control Plan associated with the construction of the project
6. Technical Specifications – CobbFendley will assemble standard technical specifications for the construction of the project. CobbFendley will work with TFC, the Master Architect, CMA, CMAR, and AE on the front-end documents for the use in bidding and constructing the project. A table of contents will be issued at 60% and a full set of technical specifications will be issued at 90% and 100%
7. Quantity take-off – Will be performed in order to prepare a bid. A quantity take-off will be performed at 30%, 60%, 90% and 100% submittals to support cost estimate development.
8. Cost Estimate – CobbFendley will coordinate with the CMAR on the opinion of probable construction cost for the utility design elements for the 60% (+/- 15%), 90% (+/- 10%) and 100% (+/- 5%) submittals

CobbFendley and its design subconsultants will attend:

1. Design review meetings for each separate package (assumed three (3) meetings at two (2) hours each).
2. AULCC meetings for each separate package (assumed two (2) meetings at one (1) hour each).

CobbFendley will also provide a combined bid set for use for the CMR (for the non-early start utility relocations). This combined set will include a cover sheet and main index for all sheets in the package.

4.d Modification of 1801 Wastewater Line After Discussion with City of Austin

Per City of Austin request, CobbFendley will modify the existing 1801 wastewater line relocation plans to include an upsized pipe in its design. This change was made after 100% design documents were developed and issued to the City of Austin.



CobbFendley will update the documents to show this line size and obtain all necessary City of Austin approvals to construct. CobbFendley will also update the estimates and specifications to show this change in pipe size.

4.e Modification of Concept Design After Discussions with Utilities

After review of the concept level design, several additional utility designs are needed to make the utility systems whole before the excavation of Congress Avenue.

These utilities include:

1. Additional duct design for Austin Transportation Department use from Congress Avenue to Brazos Street along Martin Luther King Jr. Boulevard.
2. Additional duct design for Austin Energy streetlights around Texas State History Museum.
3. Additional water line connections for Texas State History Museum
4. Additional duct design for DIR connection at 16th and Congress
5. Additional duct design for telecommunication duct in MLK after separation from joint trench
6. Additional water line design in MLK to eliminate conflicts with concept level storm design
7. DIR manhole installation at 1801 Congress and 1601 Congress.

4.f 1EXC GMP1 Construction Phase Services

During the construction of the 1801 wastewater line relocation CobbFendley will perform the following services:

- Meet with AW and WPD as needed to get approval for design changes necessitated by unknown utilities found in the field
- Additional design of various utilities (storm/water) to clear conflicts with wastewater alignment if necessary
- Redesign the wastewater line if conflicts are found in the field with existing utilities that differ from record information, or unknown utilities that are not shown in record information
- Meet once per RFI, if necessary, with TFC and the CMR to determine the best solution for unforeseen conflicts encountered in the field
- Review of CMR monthly payment applications and site visits to verify actual work matches the work done and material stored shown in payment applications

4.g Conversion of AutoCAD Files into the Project-Wide 3-D Model

CobbFendley and its subconsultants will convert their AutoCAD proposed utility files to Navisworks ready files and export them to the Egnyte server (TFC will provide the necessary NAS device). These exported files will be used by the Master AOR, CMA and other AEOR and CMA teams in their clash detection model (assume 5 total exports). CobbFendley will attend up to four (4) clash detection meetings.

4.h Early start TRUSS and Chilled Water Meeting Support

CobbFendley will attend weekly meetings, by phone, with the Package 3 CMR to keep the overall TRUSS and Chilled Water design packages on track for bidding and construction. (Assume eleven (11) meetings and three (3) hours each.)

4.i Support after changing CMR's

CobbFendley will attend weekly meetings to help the new Package 1 CMR understand current statuses of the excavation and 1801 wastewater line relocation projects. (Assume six (6) meetings at three (3) hours each.)



CobbFendley will update current design packages for changes caused by the change in CMR. This includes title sheets, project manuals, GMP number updates, replotting, and resealing of certain documents.

4.j Early start potholing flagger

CobbFendley will provide flaggers to help safely direct traffic around the project-wide potholing effort. Assume two (2) flaggers on site at all times during potholing effort. This was not considered in the initial potholing allowance request as it was assumed that CobbFendley would be permitted to close streets as required inside the area under TFC control approved in the traffic control plan.

4.k Survey Documents for Permitting

CobbFendley will edit original SSE survey exhibits to meet any additional requests from the City of Austin, and create survey exhibits and descriptions as necessary for the Congress Street Vacation and 1801, 1601 and Congress Tie-Back License Agreements.

4.l Electrical Conduit Design and Permitting on Colorado from 15th Street to 17th Street

Project Management

Project management support for the electric extension will include the following:

- 1) Weekly project design meetings during the design phase.
- 2) Bi-weekly project status meetings (6 months – includes developing the agendas/minutes, maintaining the schedule, preparing materials and participating in the meetings)
- 3) Design review meetings (60%, 90%, and 100% design review meetings including developing agendas/minutes, maintaining the schedule, preparing materials and participating in the meetings)

Design of SWPPP, Traffic Control, and Electric Duct

This Scope of Work is for providing the Professional Engineering Services for the preparation of the Stormwater Pollution Prevention Plan (SWPPP), traffic control plans, and duct design for the electric extension in Colorado Street. This can be described more specifically as follows:

Capitol Complex Electric Extension Project Location

- a. Colorado Street between 15th Street and 17th Street
- b. 15th Street and Colorado Street intersection

Design Phase

SWPPP

- a. CobbFendley will prepare the SWPPP and the E&S and Tree Protection plan sheets for the project.

Traffic Control Plans and Details

- a. CobbFendley will coordinate with the CMR and prepare a Traffic Control Plan associated with the construction of the project.



Duct Design

Design Phase

- a. Prepare 2 submittal packages. CobbFendley will assemble plans and specifications and submit to the City of Austin to review. This proposal assumes there will be a 60%, 90% and 100% Final Bid Set submittal. We will provide three (3) sets of 22"x34" size plans and specifications for each submittal. A copy of the SWPPP will be provided on the 90% and 100% submittals
- b. Respond to TFC, Master Architect, CMAgent and CMR comments. CobbFendley will review comments provided by City of Austin and review agencies, and prepare a written response to the comments for inclusion with the subsequent submittal.
- c. AULCC coordination. CobbFendley will meet with the AULCC for a total of 3 times for their coordination in the approval of the project.
- d. Permitting support will be performed by MWM DesignGroup.
- e. Project manual for Package 2 will be used.

Bid Phase

CobbFendley will assist in the bidding of the project, with the assumption that the CMR, or CMAgent, will engage a bidding assistance center for the distribution and management of plans during bid phase. Distribution of plans and maintenance of plan holders list is not included in this proposal. Support during the bid phase will include:

- a. Respond to contractor's questions during bidding process.
- b. Attend pre-bid conference.
- c. Review bid tabs.
- d. Review contractor recommendation.

Construction Phase Services

- a. Submittals/Shop Drawings: CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service at the Contractor's expense, as will be written in the contract documents.
- b. Requests for Information (RFI): CobbFendley will meet with utilities to get their approval on RFI changes made during construction by the contractor. CobbFendley will also keep track of all RFIs in their own RFI log.
- c. Change Orders: CobbFendley will create Proposed Change Orders as dictated by the project. CobbFendley will develop A/ESI's as required in RFI responses and create change orders to capture the design changes. CobbFendley will also keep track of all A/ESI's in their own A/ESI log.
- d. Record Drawings: CobbFendley will prepare a set of record drawings based on the Contractor's redlines in the field.
- e. Review Payment Applications: CobbFendley will review the contractor's payment applications each month. This includes one half-day observation report each month.
- f. Bi-weekly Construction Administration Meetings: Bi-Weekly CA meetings (11 months – with two (2) meetings per month and three (3) hours to participate/attend meetings with some additional hours for limited material preparation before the meeting and preparing meeting minutes after the meeting).
- g. Assistance with project close out upon the completion of all Package 2 activities

Assumptions

1. Meetings include the following:
 - a. 1 Kick off meeting with two representatives
 - b. 2 internal team calls



- c. 1 tech memo comment review meeting to address comments
- d. 1 meeting with ATD to discuss traffic control plans
2. The proposed design only includes two blocks of Colorado Street from 15th Street to 17th Street
3. The general permit process will be used. If a site plan permit is required, this will be considered additional services.

Permitting – By MWM DesignGroup

Electric Extension in Colorado Street AULCC Process

1. Prepare AULCC 30% submittal package
2. Submit plans for 30% AULCC review
3. Attend 30% AULCC meeting
4. Update AULCC workbook
5. Coordinate with utilities and team for update
6. Prepare AULCC 60% submittal package
7. Submit plans for 60% AULCC review
8. Attend 60% AULCC meeting
9. Update AULCC workbook
10. Coordinate with utilities for update
11. Prepare AULCC 90% submittal packet
12. Submit plans for 90% AULCC review
13. Attend 90% AULCC meeting
14. Update AULCC workbook
15. Prepare final submittal packet
16. Submit workbook for final approval
17. Administration of project
18. QA/QC
19. Team meetings

Electric Extension in Colorado Street General Permit

1. Submit plans to AWU
2. Review/distribute comments
3. Submit U1 to AWU
4. Review/distribute comments
5. Submit U2 to AWU
6. Pick up approved plans
7. Meet with GP coordinator
8. Prepare permit application package
9. Submit 100% plans/GP completeness check
10. Review and distribute comments
11. Assist with comment responses
12. Prepare application packet for formal review
13. Submit 100% plans for GP formal review
14. Review and distribute 1st round comments
15. Assist with 1st comment responses
16. Prepare update 1 packet
17. Submit update 1 packet for review



18. Review and distribute 2nd round comments
19. Assist with 2nd comment responses
20. Prepare update 2 packet
21. Submit update 2 packet for review
22. Assist with informal reviews
23. Pick up approved plans and permit
24. Project administration
25. QA/QC
26. Team meetings

ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Building permits are not anticipated and are not part of this scope.
2. All permit timelines and requirements are subject to change at the time of permit submittal based on city requirements.
3. The Texas Facility Commission is already paid into the City of Austin General Permit process or will be at the time of general permit submittal.
4. Client understands that changes to phasing or sequencing, in this or other packages, or choosing to add or delete portions of the project may impact the permits required and the timeline for submittal and approval.
5. All construction trade permits are handled by the contractor or a subcontractor and any specific questions or needs for an individual trade will be the responsibility of the contractor or the appropriate sub-contractor.
6. Members of the team will provide drawings, plans, specifications or other necessary information for meetings and submittals with the City of Austin and utilities needed.
7. TDLR Registration is handled by others.
8. The storm water pollution prevention plan and any permits or registration requirements with TCEQ or other entities is not part of the MWM scope and is being handled by others.

4.m Redesign of REJ Drop-Off on Congress Allowance

CobbFendley will create construction drawings to redesign the REJ building drop-off on the southern half of Congress Avenue between 15th and 16th street. The detailed scope and fee will be submitted in an allowance request for review and approval at a later date.

4.n Pier Inspections Allowance

Pier observation oversight by a geotechnical engineer over a construction period of 6 months. More detailed scope and fee will be submitted in an allowance request at a later date.

4.o Excavation Drawing Sheet Modifications to Accommodate Known Design Adjustments Allowance (Brierley Associates)

This allowance is for excavation drawing sheet modifications to accommodate the following known design adjustments:

- 1801 Excavation (Phase 1A)
 - Tunnel portal deletion anchor adjustments



- 30" chilled water – primary excavation trench evaluation/adjustment
 - Address JE Dunn peer review comments
- 1601 Excavation (Phase 1B)
 - Tunnel portal deletion anchor adjustments
 - Child care facility excavation
 - Child care facility permitting support
 - East face anchor layout adjustments at drilled shafts
 - North wall slope
 - Benching modification for tower crane foundation
 - 30" chilled water – primary excavation trench evaluation/adjustment
 - Address JE Dunn peer review comments
- Congress Excavation (Phase 1C)
 - Tunnel portal deletion anchor adjustments
 - 30" chilled water – new tunnel portal
 - 30" chilled water – 17th Street trench evaluation/adjustment
 - 30" chilled water – primary excavation trench evaluation/adjustment
 - Address JE Dunn peer review comments

Note: More detailed scope and fee for required excavation design sheet modifications will be submitted in allowance requests for review and approval at later dates.

4.p Evaluation and Response to Child Care Pier RFI's # 001 & 003 Allowance (Holt Engineering and Balcones Geotechnical)

This allowance is for Holt Engineering and Balcones Geotechnical to evaluate the child care pier RFI's #001 & 003 in regard to the geotechnical reports and provide a response to the design team. The detailed scope and fee will be submitted in an allowance request for review and approval at a later date.



**Modification of Concept Storm Design
MWM DesignGroup, Inc.**

MWM shall provide design and construction phase services for the following:

4.q Modification of Stormwater on 18th Streets that was shown to be in service in the concept design but was found to be abandoned.

The scope of additional services consists of the detailed design for replacing the stormwater collection system for the following route: On 18th Street between Congress and Brazos.

Stormwater Project Management

- The MWM project manager will provide a point of contact for CobbFendley.
- MWM will submit monthly project update reports and internally manage the project.

Ultimate Conditions Storm Plan (Modeling and 2 sheets)

MWM will perform H&H modeling for and design the Ultimate Conditions Storm Plan for the limits of the proposed improvements. MWM understands that criteria for the drainage system pipe sizing includes 25-year storm HGL to be contained within the pipe and 100-year storm HGL to be contained within the gutter/street). Existing inlets will need to be replaced and additional inlets may be required to capture proposed flows. MWM anticipates up to 2 plan and profile sheets to convey the design intent. Modeling for the portions of the project outside of the existing limits of our scope will be limited to hydraulic modeling only and will utilize the existing hydrology provided in the models received from the City of Austin.

Deliverables, Meetings, Specifications, and Cost Opinion

- MWM anticipates 90%, and 100% milestone submittals for the scope of work described above in electronic, pdf, format.
- MWM will participate in up to 10 team meetings
- MWM will identify standard specifications and/or provide special specifications, as appropriate, for the portions of work that are exclusively related to MWM's scope described above.

4.r Construction Administration Services

MWM will perform the following Construction Administration Phase services directly related to the stormdrain collection and conveyance system designed by MWM as part of the CapCom Project.

Stormwater Project Management

- The MWM project manager will provide a point of contact for CobbFendley.
- MWM will submit monthly project update reports and internally manage the project.

Submittal Review

MWM will review construction submittals for compliance with the Contract Documents for the portions of the project designed by MWM.

Request for Information Review

MWM will review and respond to Requests for Information to provide clarification regarding design intent for the portions of the project designed by MWM.



Design Updates Based on Field Findings

MWM will review field findings, including SUE test holes, and update stormwater design based on these findings and will coordinate with the Watershed Protection Department for approval of proposed design changes.

Construction Status Meetings and Site Visits

MWM will attend up to 20 construction phase coordination meetings and will attend up to 10 construction phase site visits.

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. This scope of work is limited to detailed design of the stormwater collection system only. All other aspects or portions of the design including, but not limited to, erosion and sedimentation controls, temporary traffic control plans, and street reconstruction not covered by standard details will be provided by others or under separate authorizations.
2. Survey, geotechnical information, and SUE services will be performed by others and provided to MWM prior to notice to proceed.
3. Building permits or permits of any kind are not anticipated and are not part of this scope.
4. Members of the team will provide drawings, plans, specifications or other necessary information for meetings and submittals with the City of Austin and utilities needed.
5. TDLR Registration is handled by others.
6. The storm water pollution prevention plan and any permits or registration requirements with TCEQ or other entities is not part of the MWM scope and is being handled by others.



ATTACHMENT 3

Rate Sheets



CobbFendley 2019 Rate Sheet

Principal / Chief Engineer	\$289.00/HR
Senior Engineer	\$273.00/HR
Senior Project Manager	\$236.00/HR
Project Manager II.....	\$221.00/HR
Project Manager I.....	\$194.00/HR
Senior Hydrologist.....	\$221.00/HR
Project Engineer III	\$168.00/HR
Project Engineer II	\$152.00/HR
Project Engineer I	\$131.00/HR
Senior Technician	\$142.00/HR
Technician III.....	\$126.00/HR
Technician II.....	\$116.00/HR
Technician I	\$95.00/HR
Licensed State Land Surveyor.....	\$236.00/HR
Registered Professional Land Surveyor.....	\$173.00/HR
4 Person Field Services Crew.....	\$189.00/HR
3 Person Field Services Crew.....	\$168.00/HR
2 Person Field Services Crew.....	\$147.00/HR
1 Person Field Services Crew.....	\$105.00/HR
2 Person Hy-Drone Crew.....	\$341.00/HR
2 Person UAV Drone Crew	\$236.00/HR
Construction Manager III.....	\$263.00/HR
Construction Manager II.....	\$221.00/HR
Construction Manager I.....	\$194.00/HR
Senior Field Construction Observer	\$131.00/HR
Field Construction Observer	\$110.00/HR
Utility Specialist.....	\$147.00/HR
Telecommunications Designer.....	\$121.00/HR
Telecommunications Field Person.....	\$95.00/HR
GIS Manager.....	\$168.00/HR
GIS Analyst.....	\$116.00/HR
Post Processing GPS Data.....	\$116.00/HR
Right-of-Way Project Manager.....	\$168.00/HR
Right-of-Way Attorney.....	\$158.00/HR
Right-of-Way Agent.....	\$142.00/HR
Administrative	\$105.00/HR
Clerical	\$79.00/HR
GPS	\$39.00/HR/Receiver



(Continued - 2019)

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum).....	\$105/HR
Two-Man Designating Crew (4-Hour Minimum).....	\$168/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	\$294/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$315/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$236/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation & Traffic Control Vehicles.....	\$3.40/Mile
Location Vehicles.....	\$6.80/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental.....	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person).....	\$36/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%
In-House Reproduction:	
➤ Copies (Up to 11" x 17").....	\$0.15/Each
➤ Color Prints (Up to 11" x 17").....	\$1.50/Each
➤ Color Prints (Larger than 11" x 17").....	\$3.00/Sq. Ft.
➤ BlueLines (All Sizes)	\$1.00/Each
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints.....	\$12.00/Each
➤ Vellum Prints	\$9.00/Each

(*) Technology charges added to each billable man-hour.



CobbFendley 2020 Rate Sheet

Principal / Chief Engineer	\$303.00/HR
Senior Engineer	\$287.00/HR
Senior Project Manager	\$248.00/HR
Project Manager II.....	\$232.00/HR
Project Manager I.....	\$204.00/HR
Senior Hydrologist.....	\$232.00/HR
Project Engineer III	\$176.00/HR
Project Engineer II	\$160.00/HR
Project Engineer I	\$138.00/HR
Senior Technician	\$149.00/HR
Technician III.....	\$132.00/HR
Technician II.....	\$122.00/HR
Technician I	\$100.00/HR
Licensed State Land Surveyor.....	\$248.00/HR
Registered Professional Land Surveyor.....	\$182.00/HR
4 Person Field Services Crew.....	\$198.00/HR
3 Person Field Services Crew.....	\$176.00/HR
2 Person Field Services Crew.....	\$154.00/HR
1 Person Field Services Crew.....	\$110.00/HR
2 Person Hy-Drone Crew.....	\$358.00/HR
2 Person UAV Drone Crew	\$248.00/HR
Construction Manager III.....	\$276.00/HR
Construction Manager II.....	\$232.00/HR
Construction Manager I.....	\$204.00/HR
Senior Field Construction Observer.....	\$138.00/HR
Field Construction Observer	\$116.00/HR
Utility Specialist.....	\$154.00/HR
Telecommunications Designer.....	\$127.00/HR
Telecommunications Field Person.....	\$100.00/HR
GIS Manager.....	\$176.00/HR
GIS Analyst.....	\$122.00/HR
Post Processing GPS Data.....	\$122.00/HR
Right-of-Way Project Manager.....	\$176.00/HR
Right-of-Way Attorney.....	\$166.00/HR
Right-of-Way Agent.....	\$149.00/HR
Administrative	\$110.00/HR
Clerical	\$83.00/HR
GPS	\$41.00/HR/Receiver



(Continued - 2020)

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum).....	\$110/HR
Two-Man Designating Crew (4-Hour Minimum).....	\$176/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	\$309/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$331/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$248/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation & Traffic Control Vehicles.....	\$3.40/Mile
Location Vehicles.....	\$6.80/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental.....	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person).....	\$36/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%
In-House Reproduction:	
➤ Copies (Up to 11" x 17").....	\$0.15/Each
➤ Color Prints (Up to 11" x 17").....	\$1.50/Each
➤ Color Prints (Larger than 11" x 17").....	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes).....	\$1.00/Each
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints.....	\$12.00/Each
➤ Vellum Prints	\$9.00/Each

(*) Technology charges added to each billable man-hour.



2019 MWM DesignGroup Rates

Labor Categories	Total Billable Rate
Licensed Professional V/Principal	\$ 296.00
Licensed Professional IV/Sr Project Manager	\$ 230.00
Licensed Professional III/Sr Project Manager	\$ 203.00
Licensed Professional II/Sr Project Manager	\$ 165.00
Licensed Professional I/Project Manager	\$ 140.00
Engineering/Arch Support Staff II/CAD Manager	\$ 127.00
Engineering/Arch Support Staff I	\$ 98.50
Technician	\$ 98.50
Administrative Assistance	\$ 67.00



ATTACHMENT 4

Insurance Exhibit M

(See TFC Contract No. 16-101-000
Amendment No. 6
EXHIBIT M-6)

TFC Contract No. 16-101-000
Amendment No. 6
Cobb Fendley & Associates, Inc.
Project No. 16-018-8001

EXHIBIT M-6

OWNER'S REQUIREMENTS OF INSURANCE (12 PAGES)



October 25, 2018

F. Keith Hall AIA, LEED AP, CTCM
Sr. Project Manager
Texas Facilities Commission - Facilities Design & Construction
1711 San Jacinto Boulevard
Austin, Texas 78701

RE: TFC Project 16-015-8000 - CapCom – Insurance Coverage for Amendment 6

Dear Mr. Hall:

Cobb, Fendley & Associates, Inc. (CobbFendley) has submitted the revised scope and fee proposal under separate cover for Package 1 and 2 construction phase services. Per our conversations about insurance for these services, we are in mutual agreement that CobbFendley will carry the project specific (reimbursable) insurance through 2023 (3 years beyond our contract for services ends).

The project specific insurance will be provided by CobbFendley as the prime and flowed down to Brierley Associates, Balcones Geotechnical, LLC. and Geo-Instruments. The fee for the insurance is covered in the construction phase services fee estimate. Insurance will be purchased annually and invoiced at the time of purchase. Reimbursement requests will be made using the invoices from the insurance providers as backup.

Since the project specific insurance covers all the Phase 1 CapCom work the CobbFendley team is performing, the construction phase services amendment should modify ARTICLE X - INSURANCE, SECTION 10.2-REQUIRED INSURANCE COVERAGES, for the PSA, Amendments 1 through 5 and this Amendment No. 6, so that the Owner's requirements of insurance shall be those set forth in "Exhibit M - Amendment No. 6" (attached).

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Dan Warth".

Dan Warth, P.E.
Project Principal | Vice President

CC: Janie Gribble, AIA, LEED AP



ATTACHMENT

**Revised Exhibit M from the Site Services Engineer (SSE)
Professional Services Agreement and All Amendments**

OWNER'S REQUIREMENTS OF INSURANCE

- 1.1 Commencing on the Effective Date, the Site Services Engineer ("SSE") shall, purchase, maintain and keep in full force and effect such lines of insurance coverage as will protect SSE, Owner, and the Owner Group from claims which may arise out of or result from SSE's Services or Work, regardless of whether the Services or Work are performed by SSE, SSE Personnel, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable (including at a minimum the following minimum insurance coverages and limits; provided, however, if other Contract Documents require insurance coverage or minimum limits that are greater than those listed below in this Attachment, the minimum limits in the other Contract Documents shall control and shall be provided by SSE). For purposes of this Attachment (Owner's Requirements of Insurance), the term "Owner Group" means the Texas Facilities Commission, P.O. Box 13047, Austin, Texas 78711, its officials, directors, employees, representatives, and volunteers.
- 1.2 SSE represents and warrants it has carefully reviewed its insurance program with its legal and risk advisors and has determined its insurance policies comply with the insurance requirements in this Agreement, and further acknowledges a continuing obligation to ensure its insurance policies remain compliant herewith. Within two (2) business days of a written request by Owner, SSE shall submit for independent review by Owner's consultants, true and complete copies of SSE's policies of insurance in electronic form. In addition, upon conducting such review, if Owner's consultants determine SSE's insurance policies contain deficiencies that cause such policies to fail to comply with the requirements of this Agreement, SSE agrees to reimburse Owner for all costs and fees of its consultants incurred in attempting to resolve such policy deficiencies by modification or special endorsement thereof. Owner's review of SSE's policies of insurance shall in no way excuse SSE from any of the requirements set forth herein. In the event Owner enters into contract with the SSE before any such deficiencies are resolved, Owner does not waive, but explicitly reserves, the right to bring, after (i) the occurrence of any loss or damage for which insurance is required hereunder, or (ii) after the denial of a claim for coverage for such loss or damage, an action or Claim against SSE to recover directly from SSE any damages, including attorney's fees and other costs, Owner incurs as a result of SSE's failure to secure and maintain the insurance required hereunder. SSE acknowledges and agrees that any period of limitations shall not begin to run or, alternatively, shall be tolled until the time of the later of such occurrence or denial.
- 1.3 Statutory Worker's Compensation and Employer's Liability Insurance with minimum limits of not less than indicated below. SSE shall require Subcontractors to provide Workmen's Compensation and Employer's Liability Insurance with the same minimum limits. The policy must be in the name of the SSE and contain an endorsement naming Owner as the Alternate Employer. 1.03.1 By execution of an Agreement, SSE thereby certifies, pursuant to Tex. Lab. Code, §406.096(a), that A/E provides workers'

compensation and employers' liability insurance for all employees employed on this public project with limits of not less than those required below.

1.3.2 As per Tex. Lab. Code §406.096(b), SSE shall require each Subcontractor to certify in writing to the SSE that said Subcontractor provides workers' compensation and employers' liability insurance for all of Subcontractor's employees employed on this public project. SSE shall forward said certifications to Owner within ten (10) days of the Effective Date of the Agreement.

1.3.3 The policy must include an Other States Endorsement to include the State of Texas if SSE's business is domiciled outside the State of Texas.

Required Limits of Coverage – Statutory limits, with Employer's Liability Coverage as follows:

Bodily Injury by Accident	\$1,000,000.00
Bodily Injury by Disease Each Employee	\$1,000,000.00
Bodily Injury by Disease Policy Limit	\$1,000,000.00

1.4 Commercial General Liability ("CGL") Insurance with minimum limits of coverage not less than those indicated below, written on an ISO CG 00 01 12 04 coverage form, or a form identical thereto, and shall include Owner Group as additional insureds on its CGL and Excess Liability policies on a combination of unmodified ISO endorsements CG 20 10 10 01 and CG 20 37 10 01, or their equivalent. Such policies shall contain no endorsements or policy forms reducing, limiting or excluding in any way the scope of coverage afforded under such form, including without limitation any endorsements/forms excluding or limiting coverage for the following:

- a. Liability assumed by SSE under a written agreement, including any contractual liability limitation endorsement restricting coverage to only liability that would exist in the absence of a contract, such as the ISO CG 21 39 or its equivalent, or any amendment of insured contract definition endorsement such as the ISO CG 24 26 or its equivalent;
- b. Explosion, collapse, underground property damage, blasting, blowouts, cratering, or the like, including any Explosion, Collapse And Underground Property Damage Hazard endorsement such as the ISO CG 21 42 or ISO CG 21 43 endorsements, or their equivalent;
- c. Cross-liability between insureds;
- d. Injury to independent contractors and employees of independent contractors;
- e. Any exclusion relating to damage to work performed by Subcontractors on behalf of SSE such as the ISO CG 22 94 or ISO CG 22 95, or their equivalent;

- f. Any type of classification or business description limitation endorsement;
- g. Any type of endorsement excluding coverage for construction defects in the completed operations phase;
- h. Any type of endorsement modifying the employer's liability exclusion;
- i. Any type of habitational or residential exclusion;
- j. Any type of punitive, exemplary or multiplied damages exclusion; and
- k. Any type of subsidence exclusion if the SSE is engaged in any type of earth movement work, including but not limited to soil compaction, fill, or installation of storm or sewer drains.

The CGL policy shall at a minimum include the following coverages:

1. Bodily injury and Property damage on an "Occurrence" basis
2. Premises & Operations Liability
3. Products/Completed Operations Liability (to be maintained three years after Substantial Completion)
4. Personal and Advertising Injury Liability
5. Electronic Data Liability coverage under an endorsement equal to ISO CG 04 37 with a minimum sublimit of liability equal to the minimum amount required hereunder for the CGL policy.
6. The policy shall include ISO endorsement CG 2503, Designated Construction Projects General Aggregate Limit, or its equivalent.

Minimum CGL limits of coverage required:

Each Occurrence: \$2,000,000.00	General Aggregate: \$4,000,000.00
Products & Completed Operations Aggregate	\$4,000,000.00
(to be maintained through 2023 unless negotiated beyond that date with the Owner)	
Personal and Advertising Injury	\$2,000,000.00
Contractual Liability	\$2,000,000.00

If the limits of coverage required above are below the actual limits of coverage in SSE's primary commercial liability insurance policy, the above required limits of coverage shall be deemed to be automatically increased to the amount of such higher actual limits to avoid a gap in coverage that would preclude coverage under the excess/umbrella policy for failure of the underlying policy to exhaust its policy limits.

- 1.5 Business Automobile Insurance for all owned, non-owned, and hired vehicles with the limits of coverage shown below.

Combined Single Limit Bodily Injury & Property Damage \$1,000,000.00

- 1.6 Excess Liability Insurance over Employers' Liability, CGL, Commercial Automobile Liability Policies, with the limits shown below, following form over and affording coverage no less broad than the coverage in the underlying policies, with the limit of coverage shown below.

Excess Liability Insurance (Per Claim and in the Aggregate) \$10,000,000.00

- 1.7 Professional Liability Insurance shall be provided by SSE to cover the professional liability arising out of or in connection with any negligent act, error or omission of all SSE Personnel, including all design professionals and any non-professional SSE Personnel, and all members of any subconsultant firm or any joint venture or other firm of the SSE acting for, in combination with, on behalf of, or under the direction or control of the SSE in the performance of any Services required under this Agreement, or arising from or in connection with the coordination, management or oversight of such SSE Personnel. This policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) contractual liability caused by, related to, or arising from a wrongful act of the SSE or SSE Personnel in the performance of professional services (or any limitation or exclusion that restricts coverage to only liability that would exist in the absence of contract); or (vi) design/build services.

Professional Liability Insurance \$10,000,000.00 Occurrence/\$10,000,000.00 Aggregate

- 1.8 Cyber/Privacy Liability Insurance Policy shall be provided by the SSE to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

\$500,000 applicable to each location where original information (electronic data) is stored

\$100,000 away from premises

- 1.9 Each of SSE's liability insurance policies (excluding only SSE's workers' compensation/employers' liability and professional liability policies), shall be endorsed to provide that they are **primary to and non-contributing** with, any other insurance carried by, or for the benefit of the Owner Group. Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage. SSE's Commercial General Liability primary policies shall include a per- project aggregate endorsement. If any insurance SSE furnishes shall be, or become at risk of being, reduced diminished or exhausted by claims thereon, SSE agrees to supplement, increase and/or replace such insurance with other insurance to ensure that SSE has available at all times the coverage required hereunder.
- 1.10 SSE's workers' compensation, employers' liability, commercial automobile liability, CGL, excess liability, professional liability and pollution liability insurance policies shall be endorsed to waive all rights of subrogation in favor of the Owner Group. With respect to all such policies, SSE waives any and all rights of recovery or subrogation against the Owner Group.
- 1.11 The Owner Group shall be included as additional insureds without limitation on all policies required herein (except workers' compensation, employers' liability and professional liability policies), under the form of an additional insured endorsement providing the maximum protection to Owner allowed by applicable law, except as otherwise expressly stated herein. SSE represents and warrants that:
 - a SSE's policies of liability insurance, including SSE's commercial general liability, commercial automobile liability, and excess liability insurance policies have been endorsed to cover the Owner Group as additional insureds to the maximum extent permitted by applicable law, or as otherwise set forth herein, with respect to liability arising out of Work performed by or for SSE, including ongoing and completed operations in connection with this Contract (and such coverage provides for the protection of each insured against claims of liability by another insured, under a severability of interests clause).
 - b Such policies of insurance have also been endorsed to cover as an additional insured any third party to the extent required by the Contract Documents.
 - c Such endorsements provide as to each additional insured, at a minimum, coverage to the limits of each such policy for at least each Claim to the same extent that SSE is obligated to indemnify and defend the additional insured as an Indemnified Party under the Contract.
 - d Access to originals or certified copies of required insurance policies have been provided to Owner for review.

- e Attached hereto are true and correct copies of the following:
 - (i) current certificates of insurance describing each of the policies of insurance required hereunder; and
 - (ii) all policy endorsements required hereunder.

1.12 All policies shall obligate the insurer to notify the Texas Facilities Commission (Attn: Heidi Gonzales, Insurance Specialist), P.O. Box 13047, Austin, Texas 78711, of any (i) non-renewal; (ii) cancellation; or (iii) material changes, in writing, at least 30 days prior to any such non-renewal, cancellation or change. All policies shall require at least ten (10) days' notice of cancellation to Owner in the event of non-payment of premiums by SSE.

1.13.1 "Material Change" means any of the following changes to the Policy during the term of the Policy:

- 1.13.1.1 a change in the policy period;
- 1.13.1.2 a material revision to, or removal of, a coverage section;
- 1.13.1.3 a reduction of the amount of limits of insurance, provided such reduction is not the result of payment of damages, medical expenses, or claim expenses; or
- 1.13.1.4 an increase of the amount of any self-insured retention(s)

SSE shall not cause or permit its insurance to be canceled, reduced, restricted, limited, or invalidated.

- 1.13 All SSE's insurance shall be issued by insurance carriers licensed to do business in Texas at the time the policy is issued and rated by A.M. Best Company as A-VII or better, confirmed by one or more insurance certificates conforming to the following requirements:
- a. Certificates of insurance shall be prepared on an Acord 25 (2010/05) form;
 - b. Certificates shall designate Owner as certificate holder, together with Owner's mailing address;
 - c. The named insured's name must match SSE's name as shown in this Agreement;
 - d. Certificates shall list each insurance company producing each form of coverage, together with the applicable policy number and policy date;
 - e. Certificates shall include the name, address, phone number, fax number and email address of the issuing producer, and the signature of the authorized representative of the producer;

- f. Certificates for all applicable policies shall attach copies of all applicable additional insured endorsements;
- g. All deductibles and self-insured retentions shall be disclosed on the certificate;
- h. Certificates of applicable policies shall disclose any designated construction project(s) general aggregate limit (Owner reserves the right to require notice of replenishment and placement of supplemental coverage if any aggregate limit is exhausted during the applicable policy period);
- i. Certificates shall attach all primary and non-contributory endorsements required herein;
- j. Certificates shall attach waivers of subrogation applicable to all coverages required herein;
- k. Certificates shall attach copies of all notice of cancellation terms from all policies required herein;
- l. Name(s) of the Project(s) as described in this Contract shall be listed in the certificate;
- m. For Professional Liability policies, include in writing on the certificate the coverage form under which the respective line of coverage is written – either:
 - (i) Claims-made form; if the coverage form declared on the Certificate is the Claims-made form, the “Retroactive-date” for this line of coverage must also be included on the Certificate as well; or
 - (ii) Occurrence basis – no additional wording required.
- n. The Owner’s Project/Contract number(s) along with its descriptor caption must be included in the Description of Operations section located in the bottom half of the certificate forms.
- o. Certificate Holder – Owner Group shall be shown as the certificate holder in the certificate holder section located in the bottom half of the certificate form as follows:

Texas Facilities Commission
Attention: Insurance Specialist
P.O. Box 13047
Austin, Texas 78711-3047

p. Distribution of Completed Certificates - Completed Certificates shall be distributed by the SSE as follows:

1) Original shall be sent:

a. By Mail:

Texas Facilities Commission
Attention: Insurance Specialist
P.O. Box 13047
Austin, Texas 78711-3047

b. By E-Mail Heidi.Gonzales@TFC.State.Tx.Us

1.14 With respect to any coverage maintained on a "claims-made" policy form, SSE shall maintain such coverage through 2023 unless negotiated beyond that date with the Owner. Coverage under any such policy form shall include a retroactive date based on the effective date of contract for the first performance of professional design services for the Project.

1.15 SSE shall not commence Services under this Contract until SSE has obtained all required insurance and until such insurance has been accepted by Owner's Approval. Owner's approval of SSE's insurance shall not relieve or decrease the liability of SSE hereunder. Owner shall have no duty to pay or perform under this Agreement until all certificates of insurance and required insurance policies have been confirmed by Owner's advisors to comply with the requirements set forth herein. SSE's failure to fulfill these insurance requirements shall not be a basis for any adjustment to SSE's compensation or schedule. Owner reserves the right to terminate this Agreement for convenience without any expense or liability in the event SSE fails to secure all insurance required herein within ten (10) days of SSE's execution of the Agreement.

1.16 If SSE fails to timely obtain, maintain or renew the insurance required herein and to provide Owner with acceptable evidence thereof, Owner shall have the right, but not the obligation, to, among all other available remedies at law and in equity: (1) procure such insurance and reduce the amount of this Contract (or any other agreement between the Owner and SSE) by the cost thereof; and/or (2) deem as a material breach of this Contract the SSE's failure to do so. Within five (5) calendar days of any cancellation or non-renewal of any required line of insurance coverage, the SSE shall provide Owner a replacement certificate of insurance with all applicable endorsements included therewith. Owner shall have the right, in its sole discretion, to suspend the SSE's performance or terminate this Contract should there be a lapse in coverage at any time during this Contract. In addition to any other remedies available to Owner, Owner shall have the right, upon the SSE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, to withhold any payment(s) which become due to the SSE hereunder (or under any other agreement

between the Owner and SSE) until the SSE demonstrates compliance with the insurance requirements of the Contract. At Owner's discretion, SSE may be disqualified from eligibility to participate in any other or future projects with the Owner for failure to comply with the insurance requirements herein.

- 1.17 Nothing herein shall reduce or alter any obligation of SSE to indemnify, defend or hold harmless the Indemnified Parties identified in the Contract. SSE's obligations for loss or damage arising out of SSE's Services and Work or operations are not limited to the types or amounts of insurance set forth herein. Losses not covered by the insurance required hereunder shall be paid by SSE.
- 1.18 To the extent Applicable Law allows recovery of attorney's fees in any action or proceeding commenced to enforce the rights of any member of Owner Group as an additional insured under this Contract, SSE agrees to pay Owner as the prevailing party in any such action, in addition to any other relief granted, the actual reasonable attorney fees the Owner has paid or is obligated to pay, and all costs and expenses to enforce such rights, not merely recoverable costs. This provision is independent and severable from any other provision of this Contract and shall be enforceable as a separate agreement.
- 1.19 Owner shall not be under any duty to advise SSE in the event that SSE's insurance is not in compliance with the Contract. SSE shall require all SSE Personnel to carry the types and limits of insurance coverage SSE determines to be necessary and appropriate to protect the Owner and SSE from the risk of loss, taking into consideration the scope of services and work performed by each SSE Personnel. Excepting only Workers' Compensation and Professional Liability insurance policies, SSE shall cause all SSE Personnel to include Owner as an additional insured under each policy of insurance maintained by SSE Personnel. SSE will require evidence of this insurance and additional insured status to be provided by all SSE Personnel prior to their commencement of any work or services, or entering onto any Site in connection with the Project, and copies of this evidence shall be provided to Owner by the SSE.
- 1.20 SSE is responsible for all deductibles and any self-insured retentions under all lines of insurance coverage required by this Agreement.
- 1.21 The stated policy limits of each line of insurance coverage required herein are minimum only and it shall be the SSE's responsibility to determine what policy limits in excess of such minimum limits are adequate, and the length of time each line of insurance coverage shall be maintained beyond any lengths of time set forth herein; insurance policy limits are not a limit of the SSE's liability. The insurance requirements set out herein shall not be interpreted as any representation or warranty that the required insurance coverages and limits will necessarily be adequate to fully protect SSE. Unless otherwise set forth herein, SSE shall not cause or permit any required insurance to be cancelled or to lapse prior to the expiration of all common law, statutory and contractual warranty periods.
- 1.22 SSE shall provide Owner with thirty (30) days written notice of erosion of any aggregate limits below the minimum amounts required by the Agreement.

- 1.23 Owner reserves the right to review the insurance requirements and to require deletion, revision, and/or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulations that are binding upon Owner, SSE, or the underwriter) on any such policies when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry and/or of SSE, provided however, such modifications must be commercially available to SSE. Owner shall make an equitable adjustment to the Contract Sum for any additional cost resulting therefrom.

- 1.24 SSE covenants and agrees that: (i) the failure of Owner to demand certificates of insurance, or proof of compliance with the insurance requirement herein, or failure of Owner to identify a deficiency in any policy required hereunder will not be construed as a waiver of SSE's obligation to maintain the insurance required under this Agreement; (ii) the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect SSE, nor shall the limits of coverage stated herein be deemed a limitation of SSE's liability to Owner in this Agreement; (iii) and SSE may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability insurance.